

HERSHEY INN & SUITES SWEEPSTAKES

OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

VOID WHERE PROHIBITED BY LAW. ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

Hershey Entertainment & Resorts Company (“HE&R”) presents the HERSHEY INN & SUITES SWEEPSTAKES (“Sweepstakes”). If the Sweepstakes is promoted or administered on Facebook, X, Instagram, or any other social media platform (collectively “Social Media Platforms”), entrants understand that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with those Social Media Platforms. Entrants understand that they are providing their information to HE&R and not to any Social Media Platform. Personal information provided will only be used for the purposes of the Sweepstakes and as otherwise expressly agreed to by each entrant, subject to HE&R’s privacy policy. HE&R reserves the right to cancel or discontinue the Sweepstakes without notice for any reason and to modify or extend the Sweepstakes Period (defined in Section 2), as determined in its sole discretion.

- 1. ELIGIBILITY.** The Sweepstakes is open only to persons who are legal residents of the United States of America (excluding Rhode Island) who are at least age eighteen (18) or older and the age of majority in their state of residence at the time of entry (“Entrants”), except that employees, officers, and directors of HE&R and its parent company or subsidiaries, and the immediate family members ([step-]children, spouse, [step-]siblings, [step-]parents) of each are not eligible to enter or win. Void where prohibited or restricted by law. Subject to all applicable federal, state, and local laws and regulations. Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and HE&R’s decisions, which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. HOW TO ENTER. NO PURCHASE NECESSARY TO ENTER OR WIN.** The Sweepstakes begins at 2:00 PM EDT on Monday, April 6, 2026, and ends at 11:59 PM EDT on Monday, April 20, 2026 (“Sweepstakes Period”).

To Enter: Entrants who meet the eligibility requirements will be entered into the Sweepstakes by visiting HE&R’s website at <https://www.hersheyinnandsuites.com/sweepstakes.php> during the Sweepstakes Period and following the instructions to submit an official entry (“Official Entry”) by completing the official entry form (“Official Entry Form”).

Limit one (1) Official Entry per person during the Sweepstakes Period. Additional entries beyond the specified limit will be considered void. Any attempt by any Entrant to obtain more than a single entry by using multiple methods of entry or multiple/different social media accounts, email accounts, identities, registrations or logins, or any other methods will void that Entrant’s Official Entry and that Entrant may be disqualified. HE&R’s computer will be the official time-keeping device for the Sweepstakes. By participating in the Sweepstakes, all Entrants agree to be bound by these Official Rules and the decisions of HE&R, which are final, and further agree to waive any right to claim ambiguity in the Official Rules. Entrants who fail to comply with any of the Official Rules of the Sweepstakes may be disqualified from the Sweepstakes at the sole discretion of HE&R.

- 3. ENTRY FORMS.** Once submitted, the Official Entry Form will become the sole and exclusive property of HE&R, will not be acknowledged or returned, and cannot be changed, altered, revised, or modified. HE&R is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified, or for problems of any kind whether mechanical or human, nor is it responsible for failure to receive an email, private message, notification, or Sweepstakes announcement on a Social Media Platform describing the Sweepstakes or method of entry. Failure to follow any instructions provided by a Sweepstakes announcement or to submit Entrant’s Official Entry within the Sweepstakes Period may result in disqualification from the Sweepstakes. Entries that are generated by a script, macro, or use of any other automated system to participate is prohibited and will result in disqualification. In the event of any dispute as to the identity or eligibility of the Entrant, all Official Entry Forms will be deemed to have been submitted by the owner of the email associated

with the submission. HE&R is not responsible for lost, interrupted, or unavailable network, server or other connections, miscommunications, failed telephone or computer hardware or software or other technical failures, unauthorized human intervention, garbled or jumbled transmissions, or other errors of any kind, whether human, mechanical, or electronic, including without limitation, the incorrect or inaccurate capture of entry information online regardless of cause.

- 4. PRIZES.** Three (3) prize winners (“Prize Winner[s]”) will each receive a prize package (“Prize”). Each Prize includes: (i) a one (1) night stay at *Hershey Inn & Suites* (1 room, up to 4 guests); and (ii) four (4) *Hersheypark* one-day 2026 All Season admission tickets. The *Hershey Inn & Suites* stay includes the following complimentary HE&R resort benefits: (a) hot breakfast; (b) four (4) free admissions to *Hershey Gardens*; and (c) four (4) free admissions to *The Hershey Story Museum*. The approximate retail value (“ARV”) of each Prize is \$858.80.

The *Hershey Inn & Suites* stay must be redeemed by June 30, 2026. *Hershey Inn & Suites* stay blackout dates include May 22-24, June 12-13, and June 26-27, 2026. The actual retail value of the *Hershey Inn & Suites* stay may vary depending on the dates of travel, seasonal fluctuations, and hotel occupancy rates at the time of booking. If the actual value of the Prize is lower than the stated ARV at the time the prize is fulfilled, the difference will not be awarded to the Winners in cash or any other form of compensation.

Hersheypark tickets cannot be traded, sold, or reproduced. *Hersheypark* tickets have no cash value, are not redeemable for cash or credit, are not replaceable if lost or stolen, and are non-refundable. Tickets provide one (1) person with free, one-time, one-day admission to *Hersheypark*, subject to the same rights and responsibilities as apply to any other *Hersheypark* guest. The 2026 *Hersheypark* tickets expire on January 3, 2027. Visit www.hersheypark.com for details on hours of operation.

Other restrictions and blackout dates may apply. All costs and expenses associated with Prize acceptance, including, but not limited to, additional lodging, transportation costs, gratuities, meals, taxes, and other expenses incurred by accepting a Prize are the sole responsibility of the Winners. Any interpretation of the Prizes shall be made within HE&R’s sole discretion. The same restrictions that apply to any other guests to HE&R properties will apply to the Winners and their guests. A parent or legal guardian must accompany all guests under the age of eighteen (18). No Prize substitutions, assignments, exchanges, or cash equivalents will be permitted by the Prize Winners, except that HE&R reserves the right to substitute a Prize of comparable or greater value, or change the date(s) of redemption, if any, if deemed necessary in its sole discretion. HE&R shall not be responsible for Prize Winner limitations that prevent the acceptance or use of the Prize or any portion thereof. Limit one (1) Prize per person, family, or household.

- 5. ODDS OF WINNING.** The odds of winning a Prize depend solely on the total number of eligible Official Entries received by HE&R during the Sweepstakes Period.
- 6. SELECTION OF WINNERS.** Winners will be randomly selected from all eligible Official Entries on or about Tuesday, April 21, 2026, and the Winners will be notified by telephone and/or email within a reasonable time after the selection of the Winners. Entrants do not need to be present to win. Prize Winners are subject to verification. After the Winners are chosen, alternate(s) may be selected on an as-needed basis in the event that any Winner is ineligible, declines the Prize, or cannot be located or contacted by April 30, 2026. The Winners will be required to sign and return a Winner’s Affidavit of Eligibility and Release and submit a validly executed IRS Form W-9 (if the Prize value exceeds \$600) at the time of the award of the Prize, or the Prize will be forfeited.
- 7. PUBLICITY RELEASE/GRANT OF USE.** By entering in the Sweepstakes, Entrant grants HE&R a non-exclusive, irrevocable, fully paid, universal license to use their name, voice, image, or likeness in any media now known or hereafter devised without any further right of approval or compensation, and Entrant hereby releases HE&R and the Social Media Platforms, and their respective owners, directors, officers, partners, employees, licensees, agents, affiliated companies, successors, and assigns (collectively, the “Released Parties”) from any liability with respect thereto. By entering the Sweepstakes, Entrants acknowledge and agree that their participation, name, voice, image or likeness may be made available to the public by HE&R.

8. **GENERAL LIABILITY RELEASE.** By entering in the Sweepstakes, each Entrant agrees to release, indemnify, defend, and hold harmless the Released Parties from and against any and all costs, claims, losses, injuries, liabilities, or damages of any kind arising out of or in connection with, or due in whole or in part, directly or indirectly, whether caused by negligence or not, from participation in the Sweepstakes or any Sweepstakes-related activity; receipt, possession, use or misuse of a Prize; any violation of any personal rights, such as publicity rights, defamation or invasion of privacy, libel or slander, or intellectual property right infringement; unauthorized human intervention in any part of the entry process or the Sweepstakes; and electronic or human error which may occur in the administration of the Sweepstakes. PRIZE IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, and HE&R has not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to a Prize, including, without limitation, to the quality or fitness for a particular purpose of the Prize.
9. **ADDITIONAL RESTRICTIONS AND GENERAL CONDITIONS.** HE&R is not responsible for any typographical or other error in the advertising for the Sweepstakes, a Sweepstakes announcement, the administration of the Sweepstakes, or in the announcement of a Prize and/or notification to the Winners. HE&R’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. HE&R is not responsible if Sweepstakes cannot take place or if a Prize cannot be awarded or used due to cancellations, delays, or interruptions due to acts of God, acts of war (declared or undeclared), natural disasters, weather, acts of terrorism, riot or civil disturbance, satellite or equipment failure, federal, state, or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within HE&R’s control (each a “Force Majeure” event or occurrence).
10. **BINDING ARBITRATION/DISPUTES.** This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to these Official Rules and participation in the Sweepstakes (including the acceptance and redemption of any or all of a Prize) (collectively, “Sweepstakes Disputes”). For all Sweepstakes Disputes, Entrants agree to first send a written description of their dispute to HE&R via the Contact Form at <https://www.hersheyinnandsuites.com/contact.php> to allow HE&R an opportunity to resolve the Sweepstakes Dispute. Entrants and HE&R each agree to negotiate the Sweepstakes Dispute in good faith. If the Sweepstakes Dispute cannot be resolved within sixty (60) days, HE&R reserves the right, in its sole discretion, to require that the Sweepstakes Dispute be submitted to final and binding arbitration administered by an arbitration provider selected by HE&R, in accordance with the provider’s applicable rules. The arbitration shall be conducted by a single arbitrator, and the arbitrator’s decision shall be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction in Dauphin County, Pennsylvania. Except where prohibited by law, as a condition of participating in this Sweepstakes, Entrants agree under no circumstances will they be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys’ fees, other than Entrant’s actual out-of-pocket expenses (e.g., costs associated with entering or participating in the Sweepstakes), and Entrants further waive all rights to have damages multiplied or increased.
1. **CLASS ACTION WAIVER AND JURY WAIVER.** Entrants agree that any proceeding, whether in arbitration or court, will be conducted only on an individual basis and not in a class, consolidated, or representative action. If a court or arbitrator determines in an action between an Entrant and HE&R that this class action waiver is unenforceable, the arbitration agreement in Section 10 will be void only as to that Entrant. If for any reason a claim proceeds in court rather than through arbitration, the Entrant and HE&R each waive any right to a jury trial.
2. **GOVERNING LAW.** Except where prohibited by law, this Sweepstakes shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. By entering the Sweepstakes, Entrants consent and agree that all legal proceedings relating to the subject matter of the Sweepstakes shall be maintained in the Court of Common Pleas of Dauphin County, Pennsylvania or, if applicable, the United States District Court for the Middle District of Pennsylvania (Harrisburg division), and Entrants consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.
3. **TAXES.** Prize Winners are responsible for compliance with all applicable rules, laws, and regulations, including, but not limited to, payment of applicable federal, state, and local income taxes.

4. WINNERS LIST/RULES REQUEST. For the name of the Prize Winners and/or to obtain a copy of the Official Rules, please send your detailed request, noting the name and date(s) of the applicable Sweepstakes for which you request the names of the Winners, and your contact information to jeeisenberg@hersheypa.com within thirty (30) days after the conclusion of the Sweepstakes Period.

5. SPONSOR. Hershey Entertainment & Resorts Company, 27 W. Chocolate Avenue, Hershey, PA 17033.

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